



Pullman Standard

RECORDATION NO. 10707-B Filed 1425

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

AUG 6 1981 -3 20 PM

INTERSTATE COMMERCE COMMISSION
August 4, 1981

1-219A0018

Secretary
Interstate Commerce Commission
1900 L Street N.W.
Washington, D.C. 20036

Re: Filing
Supplemental Agreement
Dated as of May 15, 1981
Equipment Trust Agreement
Dated as of August 1, 1979
(Series 7)

No. 1-219A0018
Date AUG 6 1981
S. 14:14
Washington, D. C.

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of May 15, 1981 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of August 1, 1979 between Harris Trust and Savings Bank, as Trustee (hereinafter referred to as the "Trustee"), and Pullman Leasing Company. The Agreement was filed with the Commission on August 8, 1979 and was assigned Recordation Number 10707.

The Agreement was amended by a Supplemental Agreement dated as of February 26, 1981 which was filed with the Commission on April 16, 1981 and was assigned Recordation Number 10707-A.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefor other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Ande S. Saylor
Overseer

20 PM '81

Secretary - Interstate Commerce Commission
August 4, 1981
Page 2

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

William O. Bridge

WOE:vjl
Enclosures

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 1

RECORDATION NO. 10707-13 Filed 1425

AUG 6 1981-3 20 PM

INTERSTATE COMMERCE COMMISSION

PULLMAN LEASING COMPANY

EQUIPMENT TRUST

(Series 7)

SUPPLEMENTAL AGREEMENT NO. 1

Dated as of May 15, 1981

TO

EQUIPMENT TRUST AGREEMENT

Dated as of August 1, 1979

BY AND BETWEEN

Harris Trust and Savings Bank
Trustee

AND

Pullman Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 1

EQUIPMENT TRUST AGREEMENT

DATED AS OF AUGUST 1, 1979

(Series 7)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of May 15, 1981 by and between Harris Trust and Savings Bank, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC").

WHEREAS, the Trustee and the Company, originally Pullman Leasing Company, entered into an Equipment Trust Agreement, dated as of August 1, 1979 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and PLC entered into a Supplemental Agreement dated as of February 26, 1981 whereby PLC assumed as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, the Trustee, the Company and PLC desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and PLC agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since August 1, 1979. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and PLC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

C. Potter
ASSISTANT SECRETARY

Harris Trust and Savings Bank
as Trustee

BY P. S. Mason
VICE PRESIDENT

Attest:

S. T. Beustead
Assistant Secretary

Pullman Leasing Company

BY [Signature] OK
Vice President WSC

Attest:

S. T. Beustead
Assistant Secretary

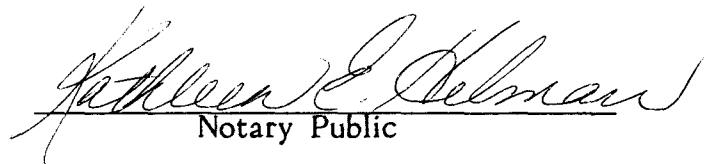
Pullman Rail Leasing Inc.

BY [Signature] OK
Vice President WSC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen E. Helman, a Notary Public in and for such County and State, do hereby certify that T. W. Stonich, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and S. T. Boustead, personally known to me to be an Assistant Secretary of said corporations, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporations and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Boards of Directors of said corporations, as their free and voluntary act and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of May, 1981.


Notary Public

My commission expires: December 21, 1982.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LAVETTE C. SEAY, a Notary Public in and for such county and state, do hereby certify that R. G. MASON, personally known to me to be VICE PRESIDENT of Harris Trust and Savings Bank and C. POTTER, personally known to me to be ASSISTANT SECRETARY of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as VICE PRESIDENT and ASSISTANT SECRETARY of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of MAY, 1981.


Notary Public

My Commission Expires November 29, 1984

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
11	4750 cu. ft., 100-ton capacity covered hopper cars	PLCX 18034, 18044 18048, 18075 18100, 18128 18345, 18358 18441, 18468 18472	\$454,253.80	2/79
3	4750 cu. ft., 100-ton capacity covered hopper cars	PLCX 18833, 18949 18955	127,971.60	4/79
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<u>14</u>			<u>\$582,225.40</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
4	23,500 gal. coiled and insulated tank cars	PTLX 223959, 223960 223964, 223965	\$174,724.00	\$145,370.36	1/76
6	23,500 gal. coiled and insulated tank cars	PTLX 223961, 223962 223963, 223966 223967, 223968	262,086.00	218,841.84	2/76
5	23,500 gal. coiled and insulated tank cars	PLCX 223990 thru 223994	240,425.00	230,327.15	10/79
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<u>15</u>			<u>\$677,235.00</u>	<u>\$594,539.35</u>	